

TOWN OF DARIEN
DEPARTMENT OF PUBLIC WORKS
2 RENSHAW ROAD - TOWN HALL
DARIEN, CT 06820-5397
TELEPHONE (203) 656-7346



EDWARD L. GENTILE JR., P.E.
DIRECTOR OF PUBLIC WORKS

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TOWN OF DARIEN

DEPARTMENT OF PUBLIC WORKS

STREET OPENING PERMITS

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FOR QUESTIONS CALL: 203-656-7346

**TOWN OF DARIEN
STREET OPENING PERMIT APPLICATION**

Bond: A street opening bond on the form provided by the Town of Darien, or bank check of \$3,000 must be on file in the Darien Public Works office before a permit is issued.

Sketch: A sketch of the proposed work to be done must be included.

Certificate of Insurance: An original insurance certificate naming the Town of Darien additionally insured and certificate holder must accompany the paperwork or be on file in the Darien Public Works office in order for a permit to be issued.

CBYD: A "call before you dig" number must be included with permit application.

Permit Fee: \$100.00 **Cash:** _____ **Check Amount:** _____ **Check No.:** _____

Current/New Bond No. (circle one): _____ **(\$3,000)**
(Any current bond must be issued within one year of request for permit.)

Bank Check No. (If applicable): _____ **(\$3,000)**

Call Before You Dig No.: _____

Valid Certificate of Insurance: Yes No **Sketch of Proposed Work:** Yes No

Permittee/Company Name: _____

Address: _____

Telephone No.: _____ **Alternate No.:** _____

Email: _____

Purpose of Opening:

Owner of Property: _____

Address: _____

Location of Opening (House No., Intersection, Reference Point):

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

A MINIMUM 48 HRS. ADVANCE NOTICE IS REQUIRED BEFORE BEGINNING WORK. CALL 203-656-7346 BETWEEN 8:30 AM – 4:30 PM. COMPLETION OF THIS FORM DOES NOT CONSTITUTE A PERMIT NOR PERMISSION TO WORK. APPLICANT MUST APPEAR IN PERSON, MEET ALL ABOVE REQUIREMENTS, AND BE APPROVED AND ISSUED A PERMIT BY THE TOWN OF DARIEN DEPARTMENT OF PUBLIC WORKS.

**TOWN OF DARIEN
DEPARTMENT OF PUBLIC WORKS
STREET OPENING PERMIT POLICY**

It is the policy of the Darien Department of Public Works that all permittees shall obtain a Street Opening Permit for any excavation work within any Town of Darien street or right-of-way. This applies to any type of excavation work being done within the actual street or outside the street but within the right-of-way. Following are the requirements for obtaining a Street Opening Permit:

THESE DOCUMENTS SHALL BE ON FILE IN THE DPW OFFICE:

Current Certificate of Insurance for the types and amounts specified in the Town of Darien, Department of Public Works "Insurance Requirements for Obtaining Street Opening Permits".

An Excavation Bond for the amount of three thousand dollars (\$3000.00). A larger bond may be required depending on the type of work.

THIS INFORMATION SHALL BE SUBMITTED FOR EACH PERMIT:

A clear, concise plan showing the location and extent of work to be done.

A written description of location and type of work to be done.

The above requirements may be waived depending on the extent of the work.

\$100.00 permit fee (made payable to Town of Darien).

The request number issued by the "Call Before You Dig".

TIME SCHEDULE FOR OBTAINING PERMITS:

Non-emergency Work: Permit shall be obtained at least 48 hours prior to start of work. The Public Works Office shall be notified at least 48 hours prior to starting. The goal of the Department of Public works is to issue permits within 48 hours of application.

Emergency Work: If a permit cannot be obtained prior to starting the work, it shall be obtained by 10:00 a.m. on the following business day. Emergency is to be defined by the Department of Public Works.

**TOWN OF DARIEN, DEPARTMENT OF PUBLIC WORKS
GENERAL SPECIFICATIONS & STANDARD PERMIT CONDITIONS FOR STREET OPENING PERMITS**

1. Unless given special instructions by the Director of Public Works, all Town construction standards shall be followed.
2. All materials removed in excavating shall be placed outside the traveled portion of the road or sidewalk.
3. In back filling, the excavated materials shall be replaced in courses not exceeding twelve (12) inches in depth, loose measure. Each course shall be machine compacted thoroughly. When completed, the patch shall conform exactly to the line and grade of the road. In no case shall the replaced materials extend above or be below the adjacent paved area.
4. It is the Permittee's responsibility to provide proper warning signs, flashers, barricades and flagmen.
5. Streets cannot be closed nor alternating of traffic flow without the permission of the Darien Police Department.
6. The Permittee is prohibited from allowing equipment to track mud, dirt, debris or other nuisance or dangerous material onto the roads or sidewalks. The Permittee is responsible for sweeping the road.
7. The work area shall be secured and made safe to the general public at all times.
8. If it becomes necessary to remove or relocate any existing signs, fixtures, utilities or materials, the Permittee shall first obtain the permission of the owner and shall be performed at Permittee's expense.
9. Where trees or shrubs are to be disturbed, the Permittee shall notify the town and the adjacent property owner before proceeding. The Permittee may be required to replace any damaged trees or shrubs.
10. Repairs to failed patches or other defective conditions shall be made within six (6) hours after notification that such repairs are required.
11. The Department of Public works shall be notified at least twenty four (24) hours prior to performing final restoration.
12. The permit holder is responsible for maintaining the final patch for a period of two (2) years. However, this does not limit the Permittee's responsibility for claims arising after two (2) years that are directly related to his/her negligence or poor workmanship.

13. The holder of this permit assumes all responsibility connected with the work. The presence or lack thereof of the representative of the Town of Darien shall in no way relieve him of this responsibility either for the quality of work or accidents to persons or property resulting therefrom.
14. Acceptance of the permit includes the above restrictions and conditions.
15. The restoration of the disturbed section in a manner satisfactory to the Director of Public Works is guaranteed.
16. In cases where the disturbance to pavement exceeds 100 linear feet parallel to the flow of traffic, the permittee may be required to overlay the roadway from curb to curb or gutter to gutter subject to the conditions set by the Director of Public Works. These restoration limits will be agreed upon prior to issuance of said permit.
17. The issuance of this permit does not in any way abridge the rights or powers of the Town of Darien.
18. The permit holder assumes responsibility for maintaining both an up-to-date Bond and current Insurance.
19. Permit holder is required to provide all necessary environmental controls for dust, noise, leaks, etc.

Attention: Regrading within 15' of any property line:

Any regrading within 15' of any property line requires prior Special Permit approval from the Planning and Zoning Commission. The holder of this permit assumes responsibility to review the entire project plan (including all changes to the private property) prior to any work, with the Planning and Zoning Department for a determination whether erosion controls, Storm Drainage features or a Land Regrading Special Permit is needed in addition to this Street Opening Permit. Failure to do so may result in stoppage of the work.

NOTICE OF AMENDMENT TO THE CODE OF ORDINANCES OF THE TOWN OF DARIEN

**MODIFICATIONS RE: CHAPTER 47
STREETS AND SIDEWALKS**

- Sec. 47-1. Permit to excavate in or obstruct public ways.
- a. No person except duly authorized officers, agents, or employees of the town shall make any opening or excavation, place any obstruction or substruction within, over, upon or under any public street or sidewalk, install or remove curbing or perform other construction which will alter any sidewalk, street or public square in the town without having previously obtained from the director of public works a permit, for the issuance of which the board of selectmen may establish and, from time to time, revise a reasonable fee.
 - b. The director of public works is authorized and directed to establish regulations for the issuance of such permits, including in such regulations, requirements for the restoration of any disturbed sections of the public street or sidewalks.
 - c. The director of public works is authorized and empowered to require, as a condition of issuing a permit under the authority of this Section, that a permittee arrange for and bear the expense of such traffic control services and/or devices as the chief of police may deem appropriate pursuant to subsection (d) hereof.
 - d. In order to protect the public from accidents and to minimize the impediment of vehicular and/or pedestrian traffic when work or other obstructive activity are to take place within the limits of any town or state roadway within the geographic limits of the town of Darien, the chief of police or his/her designee may require that traffic control services and/or devices be employed by the person or entity conducting such work or responsible for such activity consistent with such rules and regulations as the traffic authority of the town may enact. The cost and expense of such traffic control measures shall be borne by the person or entity conducting or responsible for such work or activity. In the event that traffic direction services are required, such services shall be obtained from the Darien police department, provided that, if the Darien police department is unable within a reasonable time to furnish the officer or officers that may be required, a qualified traffic flag person or persons may alternatively be employed until a police officer is available to be assigned.

(The remainder of Chapter 47 is left unchanged)

The foregoing amendment to the Code of Ordinances becomes effective ten (10) days after this publication, being July 22, 2001.

By direction of the Representative Town Meeting held July 9, 2001.

Dated at Darien, Connecticut this 10th day of July 2001

Donna E. Rajczewski

Town Clerk

INSURANCE REQUIREMENTS FOR CONTRACTORS

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THE BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM THE AWARD OF THE CONTRACT.

A. Minimum Limits of Insurance

Contractor shall maintain minimum limits of insurance as follows:

1. General liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers liability: Workers compensation limits as required by the labor code of the State of Connecticut and Employees liability limits of \$500,000 per accident.
4. Contractual Liability: \$1,000,000 combined single limit per occurrence and aggregate for bodily injury personal injury and property damage applying to the indemnity agreement which is part of the written contract.
5. Umbrella; \$2,000,000.

B. Deductibles and Self Insurance Retentions

1. Any deductibles or self-insured retentions must be declared to and approved by Town. At the option of Town, either: the insurer may reduce or eliminate such deductibles or self-insured retentions as respects Town, its officers, officials, employees and volunteers; or the Contractors shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability Coverages.
 - a. Town, its officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on the behalf of the Contractor, including the

insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Town, its officers, officials, employees or volunteers.

b. Comprehensive Auto Liability Coverage applies to all automobiles owned, leased, hired or borrowed by the Contractor.

c. The Contractor's insurance coverage shall be primary insurance as respects Town, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

d. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Town, its officers, officials, employees or volunteers.

e. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except to the limits of the insurer's liability.

2. Workers Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, employees or volunteers for losses arising from Work performed by the Contractor for the Town.

3. All Coverages.

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

D. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage

Contractor shall furnish Town with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Town before The Work commences. Town reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all Subcontractors as insureds under its policies and shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

G. Hold Harmless

The Contractor shall save, keep, and hold harmless Town its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that shall at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing The Work which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any Subcontractor. Town will not be held liable for any accident, loss or damage to The Work prior to its completion and acceptance. Contractual liability insurance shall be required in accordance with the limits to be established by Town.

H. Indemnification

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

STREET EXCAVATION PERMIT BOND

Bond # _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____, of the Town
of _____, County of _____, State of _____, As

Principal and the _____, State of _____, having an office and place of business at

_____, as Surety, are held and firmly bound unto the TOWN OF DARIEN, CONNECTICUT, in the
penal sum of **Three Thousand Dollars (\$3,000)** lawful money of the United States of America, to be paid to the said
TOWN OF DARIEN, CONNECTICUT, for which payment well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, THE ABOVE NAMED PRINCIPAL HAS RECEIVED, OR MAY UPON HIS APPLICATION,
RECEIVE A PERMIT OR PERMITS FROM THE TOWN OF DARIEN, CONNECTICUT TO PERFORM WORK
ON, ABOUT OR ADJACENT TO A HIGHWAY WITHIN SAID TOWN OF DARIEN, CONNECTICUT AS IS OR
MAY BE PARTICULARLY SPECIFIED IN SAID TOWN OF DARIEN, CONNECTICUT AS IS OR MAY BE
PARTICULAR SPECIFIED IN SAID PERMIT OR PERMITS, TO WHICH PERMIT OR PERMITS REFERENCE
IS HEREBY MADE AND ARE MADE PART HEREOF: AND

WHEREAS, THE SAID PRINCIPAL HAS UNDERTAKEN AND DOES HEREBY AGREE TO COMPLY WITH
ALL THE RULES, REGULATIONS AND RESTRICTION OF SAID TOWN OF DARIEN, CONNECTICUT IN
REGARD TO THE SAID PERMIT OR PERMITS.

NOW THEREFORE, IF THE SAID PRINCIPAL SHALL WELL AND TRULY PERFORM AND FULFILL ALL
THE UNDERTAKINGS, COVENANTS, TERMS, CONDITIONS AND AGREEMENTS SPECIFIED IN SAID
PERMIT OR PERMITS, AND SHALL WELL AND TRULY SAVE HARMLESS AND INDEMNIFY THE SAID
TOWN OF DARIEN, CONNECTICUT FROM ALL DAMAGES AND COSTS THAT THE TOWN OF DARIEN,
CONNECTICUT MAY SUFFER, BE LIABLE FOR, OR BE COMPELLED TO PAY, OR IN FACT DOES PAY,
FOR ANY INJURIES OR DAMAGES WHICH MAY BE CAUSED BY ANY ACTION OR WORK BEING
CARRIED ON EITHER BY THE SAID PRINCIPAL, HIS SERVANTS, AGENTS OR EMPLOYEES, UNDER ANY
PERMIT OR PERMITS ISSUED OR WHICH MAY BE ISSUED BY SAID TOWN OF DARIEN, CONNECTICUT
OR ITS AUTHORIZED AGENT, BY REASON OR NEGLIGENCE OR VIOLATION OF ANY LAW ON THE PART
OF SAID PRINCIPAL, HIS SERVANTS, AGENTS OR EMPLOYEES, AND SHALL FURTHER INDEMNIFY SAID
TOWN OF DARIEN, CONNECTICUT FOR ANY EXPENSES THAT SAID TOWN OF DARIEN, CONNECTICUT
MAY SUFFER, BE LIABLE FOR, OR COMPELLED TO PAY, OR IN FACT DOES PAY, IN REFILLING
OPENINGS OR EXCAVATIONS, IN REMOVING CABLE GUARD RAILINGS, IN REPLACING DRAINAGE
INVOLVING PUBLIC OR PRIVATE ROADS OR DRIVEWAYS OPENED OR EXCAVATED BY SAID
PRINCIPAL, HIS SERVANTS, AGENTS, OR EMPLOYEES TO A CONDITION SATISFACTORY TO THE
DIRECTOR OF PUBLIC WORKS, THEN THIS OBLIGATION SHALL BE VOID, OTHERWISE, TO REMAIN IN
FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS

THIS _____ DAY OF _____ 20 ____.

WITNESS _____ BY _____

WITNESS _____ BY _____





CERTIFICATE OF LIABILITY INSURANCE

OP ID:
DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

<<Insurance Company
address, contact, & phone number>>

CONTACT

NAME:

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

<<Contractor Company
Address, contact & phone number>>

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Blkt A1 w/Contrac GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ Emp Ben. \$ COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ 500,000.00 E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					
	Contractual Liability					\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Darien is additionally insured and certificate holder.

CERTIFICATE HOLDER

Town of Darien
Department of Public Works
2 Renshaw Rd.
Darien, CT 06820

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE